



FAIRFAX COUNTY

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT

12000 GOVERNMENT CENTER PARKWAY, SUITE 427

FAIRFAX, VIRGINIA 22035-0013

www.fairfaxcounty.gov/dpsm

VIRGINIA

TELEPHONE: (703) 324-3201 FAX: (703) 324-3228 TTY: 1-800-828-1140

ISSUE DATE: April 20, 2016	INVITATION FOR BID: IFB2000001921	TITLE: Natural Gas for Fairfax County Government and Fairfax County Public Schools
DEPARTMENT: Facilities Management & FCPS	DUE DATE/TIME: May 9, 2016 @ 11:00 a.m.	CONTRACT SPECIALIST: Cindy Joy, CPPB, 703-324-3276 or Cynthia.joy@fairfaxcounty.gov

Bids - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the bid is accepted, to furnish items or services for which prices are quoted, at the price set opposite each item, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County the items or services offered and accompanying attachments shall constitute a contract.

Note: Fairfax County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

E-Mail Address:

Federal Employer Identification No or

Federal Social Security No.(Sole Proprietor)

Prompt Payment Discount:

___% for payment within ___ days/net ___ days

State Corporation Commission (SCC) Identification No.

By signing this bid, Bidder certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix A, the Certification Regarding Ethics in Public Contracting set forth in Appendix B, and by any other relevant certifications set forth in Appendix B.

BUSINESS CLASSIFICATION – Described in Appendix B - CHECK ONE: ☐ LARGE (Y) ☐ SMALL (B)

☐ MINORITY-OWNED SMALL (X) ☐ MINORITY OWNED LARGE (V) ☐ WOMEN-OWNED SMALL (C)

☐ WOMEN OWNED LARGE (A) ☐ NON PROFIT (9)

CHECK ONE: ☐ INDIVIDUAL

☐ PARTNERSHIP

☐ CORPORATION

State in which Incorporated: _____

Vendor Legally Authorized
Signature

Date

Print Name

Title

Sealed bids subject to terms and conditions of this invitation will be received by the Fairfax County Purchasing Agent at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013 on the due date and time specified, and then publicly opened and read.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION

(DPSM30) rev 8-2013



SPECIAL PROVISIONS

1. SCOPE:

- 1.1. Fairfax County Government (FCG), and Fairfax County Public Schools (FCPS), are soliciting bids from qualified bidders and certified marketers to provide natural gas for both public bodies, including all departments and activities of the County of Fairfax. The County intends to award a contract no later than May 31, 2016. This is a solicitation to supply the full requirements for natural gas to the accounts listed separately as attachments. Estimated consumption is based on historical consumption and represents a good faith estimate of natural gas consumption; however actual requirements may be more or less than the estimates.
- 1.2. Bidders are encouraged to submit a bid for all options listed on the Pricing Schedule in order to provide choices for other jurisdictions if they choose to ride this contract.
- 1.3. For accounts under the interruptible tariff, it is the contractor's responsibility to monitor actual consumption and match supply to actual consumption. The contractor must balance supply to requirements so as not to incur any additional balancing penalty. In the event of a failure to balance results in additional charges, the contractor shall be responsible for payment of those additional charges.
- 1.4. Any penalties for shortfalls or overages are the responsibility of the contractor and shall not be passed on to the County.
- 1.5. Full Requirements: Contractor shall sell and deliver 100% of requirements of natural gas supply to the delivery points listed in Appendix B.
- 1.6. The County does not guarantee specific levels of consumption. Factors such as weather, mechanical difficulties and facility operation can have an effect on gas consumption. The County will in good faith burn natural gas as its primary fuel in the facilities listed in Appendix B, unless specific arrangements are made with the contractor, or an interruption is called by the contractor. The contractor shall bear the responsibility to monitor actual consumption and match supplies to actual requirements.
- 1.7. The County reserves the right to make physical or operational changes to facilities that would change the fuel type or quantity of fuel used and will provide prior notification to the contractor. Additional facilities may be added to the contractor or existing facilities may be deleted by mutual agreement. The contract will be amended to document such changes. The contractor will be responsible to adjust the supply to match the change in requirements.
- 1.8. Bidders are required to include the following pricing options, for both firm/fixed accounts as well as interruptible accounts, with their bid:

Fixed Price – Firm Supply:

- The customer will receive "firm" supply
- The customer will pay for quantities actually used
- The customer will pay one final fixed price for the term of the contract
- The energy service company is responsible for all balancing to the burner tip.
- The energy service company is required to deliver natural gas at all times. Firm supply specified in the contract means primary firm non-recallable primary delivery point capacity to the citygate and not secondary firm supply.
- Firm prices shall be to the burner tip and include all fixed prices to include loss / wet to dry conversion, storage, balancing. No pass-throughs other than regulatory changes are allowed.

SPECIAL PROVISIONS**Indexed Price – Firm Supply:**

- The customer will receive “firm” supply
- The customer will pay for quantities actually used
- The commodity price for natural gas will vary monthly based on NYMEX futures commodity prices. A fixed “basis cost” will be added to the commodity price to determine each month’s indexed price.
- The energy service company is responsible for all balancing to the burner tip.
- The energy service company is required to deliver natural gas at all times. Firm supply specified in the contract means primary firm non-recallable primary delivery point capacity to the citygate and not secondary firm supply.
- Firm prices shall be to the burner tip and include all fixed prices to include loss / wet to dry conversion, storage, balancing. No pass-throughs other than regulatory changes are allowed.

Indexed Price – Interruptible Supply:

- The customer shall have 100% dual fuel capability
- The commodity price for natural gas will vary monthly based on NYMEX futures commodity prices. A fixed “basis cost” will be added to the commodity price to determine each month’s indexed price.
- Interruptible prices shall be to the citygate and shall not include storage and balancing.

2. ACCEPTANCE OF BIDS/BINDING 7 DAYS:

- 2.1 Fairfax County requires a minimum acceptance period of 8 business hours for the prices bid, unless extended by mutual consent of all parties. Paragraph 9 of the General Conditions and Instructions to Bidders is superseded

3. DEFINITIONS:

- **Average of the Last Three Days of the Close of the NYMEX:** Shall mean the average of the last three days NYMEX Close (settlement price) of the NYMEX for natural gas at the Henry Hub Louisiana delivery point as published in the Wall Street Journal Futures Column and as shown on the NYMEX website.
- **Balancing:** Equalizing a shippers receipt of gas into a pipeline with withdrawals out of a pipeline system.
- **Basis Cost:** All costs associated with the acquisition and transportation of natural gas from the Washington Gas point of acquisition to the LDC citygate. This includes all costs associated with balancing services to the burner tip, fuel retainage losses, and overhead and profit carried to the fourth decimal place. Basis costs shall be firm for the term of the contract and does not include the commodity cost.
- **Burnertip & Basis Burnertip:** Burnertip indicates the point of use for Natural Gas Supply at the Buyer’s facility. Basis Burnertip is the line item of price associated with transporting the Natural Gas Supply that includes the Basis Citygate plus any applicable LDC fees not directly billed to the Buyer associated with the delivery of Natural Gas Supply from the Citygate to the Burner Tip Burnertip such as balancing, pooling, and storage fees. Basis Burnertip shall not include fees associated with promulgated regulatory changes or public utility fees (e.g., peaking charges) that are realized during the contract term (“Regulatory/Utility Fees”). Contractor may pass through Regulatory/Utility Fees to the applicable Buyer. No other costs will be considered for the Basis Burnertip. The Buyers shall not be liable for any Contractor expenses, fees, and penalties that may be associated with nominations, balancing, and cash outs.
- **BCF:** Unit of measure of Gas Supply equal to one billion cubic feet or ten million therms.
- **Billing Period:** Period of time not less than twenty-seven (27) and no more than thirty-two (32) days.

SPECIAL PROVISIONS

- **Citygate:** The point at which the LDC accepts the Natural Gas Supply into their system, or the location where gas is delivered to a local distribution company by a pipeline transmission company.
- **Contract Demand:** The level of firm service in terms of the maximum daily and/or annual volumes of natural gas sold to the customer.
- **Deca Therm:** A measurement for Natural Gas Supply that is equal to 10 Therms and approximately one million (1,000,000) BTUs.
- **Delivery Point:** for Natural Gas Supply shall be the LDC's Citygate which is that point at which the LDC takes possession of the Natural Gas Supply for final delivery to the meter (burner tip) of the specific accounts identified in Appendix B of this IFB. This same Delivery Point shall be where the Buyers take title to the Natural Gas Supply though Contractor is required to manage the natural gas to the burner tip.
- **Federal Energy Regulatory Commission (FERC):** The federal agency with jurisdiction over natural gas pricing, wholesale electric rates, hydroelectric licensing, oil pipeline rates, and gas pipeline certification.
- **Firm Service:** The contractor agrees to provide the County with a supply of Natural Gas Supply that is available without interruption at all times during the term of the agreement to provide such Natural Gas Supply. The natural gas supply service cannot be interrupted during adverse conditions, such as periods of high demand.
- **Indexed Price:** FIRM Gas Supply Pricing: NYMEX plus actual costs of transportation to burner tip, and additional risk. This means the combined price of indexed commodity cost and the "basis cost." The commodity price will vary monthly based on the average of the last three days NYMEX Close (settlement price) of the NYMEX for natural gas at Henry Hub. A fixed "basis cost" will be added to the commodity price to determine each month's indexed price.
- **Interruptible Service:** A sales volume or pipeline capacity made available to the customer without a guarantee for delivery. Service may be curtailed to adjust to seasonal shortfalls in supply or transmission plan capacity without incurring a liability. Further, it is a type of Natural Gas Supply where the LDC can temporarily suspend delivery of Natural Gas Supply to a customer in order to meet the demands of customers who purchased Firm Service. Interruptible Service may be used by customers who can either accommodate interruption or switch temporarily to alternative fuels.
- **LDC:** Local Distribution Company. A natural gas utility company which receives gas from a mainline transmission pipeline company and distributes same to the ultimate consumer.
- **Lot or Lotting Group:** is an account or a grouping of accounts based on any common attributes (e.g., ownership of accounts, location of accounts, contract type and contract length) that make such groupings a logical aggregation.
- **Natural Gas Supply:** The supply of any mixture of hydrocarbons and noncombustible gases in a gaseous state, consisting primarily of methane, which meets pipeline standards.
- **NYMEX Price:** (For intra month account changes outside of 3-day settlement price window) The price of Natural Gas Supply published on the NYMEX (Henry Hub) index for the applicable forward month(s) that are being locked in by the Buyer at a fixed price. The NYMEX Price shall not exceed the NYMEX (Henry Hub) index price published as of the exact date and time that the Buyer's written communication to the Contractor directing the Contractor to lock in a price. For Buyers that lock a NYMEX Price at any time during the contract term, including within twenty four (24) hours of the accepted Price Offer, the Contractor shall complete a written confirmation that includes, among other things, the price of the applicable NYMEX index (the "Transaction Confirmation").
- **Project Manager:** The specific person in the County or FCPS with the authority to enter into, administer, and/or terminate accounts, as well as to make related determinations and findings and issue task orders pertaining to such accounts.

SPECIAL PROVISIONS

- **Regulatory Change** may be a new charge/discount or an increase/decrease in a current charge imposed by the relevant LDC. If any regulatory change(s) is imposed after this Contract has been initiated, the contractor may pass through to the customer any charges or discounts that is a result of the regulatory change(s) so long as such charges/discounts are directly related to supplying natural gas under this contract. The contractor is required to submit a written notice of such regulatory change accompanied by an explanation of how the change is directly related to supplying natural gas to the customer. This notice must be provided to the County thirty (30) days prior to the implementation of the regulatory change.
- **Risk of Loss:** of natural gas supplied under this contract shall remain with the contractor until, and shall pass to the facility only upon, delivery of said natural gas to the Burner Tip for each facility account.
- **Service Agreement:** An agreement between a natural gas company and a gas purchaser specifying the service to be rendered, area to be served, maximum obligation to deliver, delivery points, delivery pressure, applicable rate schedules, effective date and term.
- **Shrinkage:** The difference between the sums of all input quantities of Natural Gas Supply received into the transporter's system and the sum of all output quantities of Natural Gas Supply delivered from the transporter's system. The difference shall exclude Buyer-used Natural Gas Supply and shall include, but not be limited to Natural Gas Supply vented, storage losses, and as a result of an event of Force Majeure.
- **Therm:** A measurement for Natural Gas Supply that is equal to approximately one hundred thousand (100,000) British Thermal Units (BTUs).

4. SERVICE CONTINUITY:

- 4.1. It shall be the Contractor's responsibility to coordinate with the Local Distribution Company (LDC) as necessary to resolve issues related to the LDC's regulated services and to ensure the reliable supply of natural gas to the accounts included in this Contract. Metering services shall continue to be provided by the LDC. If at any time (unless under a condition of Force Majeure or by breach of the Buyer) an account covered by this Contract is forced to accept Default Service Rates from the LDC serving in its capacity as the utility supplier of last resort, the Contractor shall be responsible for payment of any additional costs incurred over and above the rate that would have been charged by the Contractor. In addition, the Contractor shall promptly notify the Buyer if the Contractor learns that the LDC has removed an account from supply and placed it on basic service resulting from the actions of the Contractor other than in connection with the expiration of the Contract. If the Contractor fails to notify the Buyer, reconciliation will be implemented consistent with the difference between the rate for such basic service and the rate that would have been charged by the Contractor.
- 4.2. Interruptions of gas supply to facilities under the Washington Gas interruptible tariff shall not exceed the number of days allocated by the contract. Gas supply interrupted for any portion of the day shall constitute one day.
- 4.3. Fairfax County requires a twelve (12) hour minimum notification prior to shutting of natural gas at interruptible facilities. For notice of interruptions after 4:30 p.m., Fairfax County and FCPS will have until the following morning to interrupt service. No interruptions will be given on the weekends or holidays unless the interruption started on a weekday and carries into the weekend or holiday.
- 4.4. Failure to supply the requirements of natural gas to facilities shall result in the contractor assuming the responsibility for any cost difference to the County between the contract price and either system gas, penalty gas, or fuel oil depending on which is actually burned. This is not applicable to the allotted interruption days when proper notification is given.

SPECIAL PROVISIONS

- 4.5 Government Priority: The Contractor(s) shall provide priority for the Natural Gas Supply to the entities participating in this IFB over any commercial entity that is a customer of the Contractor if there is a restriction or limitation in availability of the Natural Gas Supply during the term of the awarded contract.

5. CONTRACTOR MANAGEMENT OF GAS INVENTORIES AND DELIVERIES:

- 5.1 The contractor shall monitor gas consumption, weather patterns and notifications and shall make recommendations to the County and FCPS regarding interruptible service as to the best strategy for managing gas inventories and deliveries.

6. INTERRUPTIBLE ACCOUNTS:

- 6.1 The Contractor(s) shall notify the Buyer when they are under interruptible supply agreements with the LDC(s), by telephone of impending interruptions called by the LDC(s) requiring a switch to alternative fuels and shall follow up with written notification sent by facsimile to the participating jurisdiction at the time of the interruption begins. A minimum of twelve (12) hours initial notification shall be given, when possible, prior to curtailment. Similarly, the Contractor(s) shall notify the Buyer when interruption called by the LDC(s) has ceased, and follow up with written notification sent by facsimile to the using agencies, detailing the time the full flow was resumed.
- 6.2 If the natural gas prices are greater than the customer's alternate fuel, the County reserves the right to buy the alternate fuel if the decision to switch from gas is made at the time of nominations for that particular month.
- 6.3 The County may nominate "0" for any month if the alternate fuel is more economical than the transportation natural gas. The County may have its gas supply interrupted when the supplier can provide satisfactory justification for an interruption under the contract terms.

7. CONFORMING WITH APPLICABLE TARIFFS, REGULATIONS, AND RULES:

- 7.1 All natural gas supplied, procedures for transfer and the quantities supplied shall conform with applicable Washington Gas tariffs and procedures, FERC tariffs and rules, and any other applicable rules, codes or procedures of any entity that has jurisdiction.
- 7.2 Penalties/Fines: Any fines or penalties shall be borne by the bidder and there shall be no pass through or reimbursement by the County.
- 7.3 Product Quality: Bidder shall provide natural gas of a quality that conforms to the quality standards of the transporting interstate gas pipeline's FERC approved tariff.
- 7.4 Public Service Commission Changes: Should the Public Service Commission make any changes to the rules, laws, regulations, or procedures affecting natural gas supply to the County, the County reserves the right to incorporate these changes in the contract. The County and the contractor agree to make a good faith effort to amend the contract to incorporate those terms and conditions affected by the Public Service Commission changes.
- 7.5 The bidder will execute the necessary contracts with Washington Gas, suppliers and pipelines to supply the County requirements under this contract. However, the County shall not be liable for contractor third-party contracts. Any benefit to third parties from this contract is incidental. The bidder shall provide copies of the contracts upon request by the County.

SPECIAL PROVISIONS**8. DELIVERY PRESSURE:**

- 8.1 The gas purchased shall be delivered at a pressure sufficient to affect delivery into the pipeline facilities of the transporter.

9. NATURAL GAS QUALITY:

- 9.1 All gas delivered to the LDC's citygate shall have a total heating value of not less than 967 Btu per cubic foot and not more than 1100 Btu per cubic foot. The gas shall be commercially free from objectionable odors, dust or other solid or liquid matters which might interfere with the merchantability of the gas or cause injury to or interfere with proper operation of the lines, regulators, meters, or other appliances through which gas flows. The gas shall not contain any active bacteria or bacterial agent capable of contributing to or causing operational problems. The gas shall be free of water and hydrocarbons in liquid form at the temperature and pressure at which the gas is delivered, and shall not contain any hydrocarbons which might condense to free liquids under normal conditions in the pipelines and shall not contain more than seven pounds of water in vapor phase per one million cubic feet. The gas shall be commercially free of gum, gum-forming constituents, gasoline and other solid and/or liquid matter that may become separated from the gas during transportation and shall conform to quality specifications included in the interstate transporter's tariff as approved by the FERC.

10. ENROLLMENT:

- 10.1 The Contractor shall be responsible for switching accounts from the applicable LDC (or third-party contractor) to Contractor and fulfilling any obligations with the LDC to that end. If the Contractor fails to switch accounts within the terms specified in this contract, penalties may be assessed based on the difference between the applicable LDC basic service rate and the rate that would have been charged by the Contractor for the period of time the account remained on LDC service. Additionally, the Contractor will be required to provide a spreadsheet clearly identifying each account number being served as a result of contract award(s) and the service start date for each of these accounts. This spreadsheet will be due to the project managers on or before thirty (30) business days after contract award.

11. LOAD REDUCTION:

- 11.1 Neither the County nor FCPS will be penalized in any way for pursuing energy conservation projects or participating in programs that reduce load requirements.

12. NOMINATION AND BALANCING RESPONSIBILITIES:

- 12.1 It is the Contractor's responsibility to conduct all required nominations on behalf of the accounts listed separately as attachments. The Contractor shall be fully familiar with the imbalance, shrinkage/line loss, and policies of the LDC. Any costs and/or penalties associated with these items will be borne by the Contractor.

13. TERM OF CONTRACT:

- 13.1. The initial term of this contract shall be for a period of one, two, three, four or five years, commencing June 1, 2016. The remaining renewals shall be executed such that the total term is not to exceed five (5) years. The Contractor(s) shall ensure that the delivery start date complies with the applicable terms and any penalties resulting from missing the applicable required service start date shall be borne by the Contractor(s).
- 13.2. The contract may be renewed by mutual agreement for one year, or multi year terms in accordance with paragraph 13.1 above not to exceed five years.

SPECIAL PROVISIONS

- 13.3. The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this Invitation for Bid is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

14. PRICES AND PRICE ADJUSTMENT:

- 14.1. Bidders shall provide unit prices for Firm, Interruptible and Indexed services, respectively, for options listed on the pricing schedule, for the purchase of natural gas. All prices/discounts shall include all charges that may be imposed in fulfilling the terms of this contract. Transportation cost shall include all applicable taxes and shall not appear as a separate bill to the customer.

Option 1: Fixed price per dth for one-year (12 months) term of the contract to include shrinkage, balancing and any related charges to the "Burner Tip."

Option 2: Fixed price per dth for two-year term (24 months) of the contract to include shrinkage, balancing and any related charges to the "Burner Tip."

Option 3: Fixed price per dth for three-year (36 months) term of the contract to include shrinkage, balancing and any related charges to the "Burner Tip."

Option 4: Fixed price per dth for four-year (48 months) term of the contract to include shrinkage, balancing and any related charges to the "Burner Tip."

Option 5: Fixed price per dth for five-year (60 months) term of the contract to include shrinkage, balancing and any related charges to the "Burner Tip."

Option 6: NYMEX (Henry Hub) plus a basis for the term of the contract with the ability to trigger fixed pricing monthly (1 month, 2 months, etc.), up to 12 months. The trigger fixed price will be the NYMEX monthly futures price plus the basis. The basis price shall remain firm as triggered throughout the contract period.

Option 7: Same as option 6 (3 year/ 36 months) period

Option 8: Same as option 6 (4 year/ 48 months) period.

Option 9: Same as option 4 (5 year/ 60 months) period.

Firm Fixed Price to Burnertip: Pricing that consists of one (1) line item price that includes NYMEX Price and Basis Burnertip based on the Estimated Usage of Natural Gas Supply. This price shall be determined on the due date of this invitation for bid and shall remain fixed throughout the contract term. **Applies to Option 1, 2, 3, 4, and 5 pricing.**

NYMEX Price plus Basis Burnertip: Pricing consists of two (2) separate line item prices (i) NYMEX Price and (ii) Basis Burnertip based on the Estimated Usage of Natural Gas Supply and peak, off-peak, weekends, and holiday usage. The Basis Burnertip price shall be determined on the due date of this invitation for bid and shall remain fixed throughout the contract term as the NYMEX Price is locked in throughout the contract term. Applies to Option 6, 7, 8, and 9 pricing.

- 14.2. Special long term considerations may be given if natural gas price dips to a certain floor, which in the judgment of the County/FCPS is worth locking in these prices over an extended period, to include terms set forth in options 6 through 9. This decision will be triggered when NYMEX price approaches \$2.3/dTh $\pm 5\%$ or lower or at the discretion of the County/FCPS.

SPECIAL PROVISIONS

- 14.3. Locking In Forward Months: The number of times per calendar year during the contract term that the County/FCPS may lock in the NYMEX Price shall not exceed four (4). On a weekly basis, Contractor shall provide County/FCPS project manager, market information regarding the NYMEX Prices including, without limitation, forward month prices, monthly settlement price, and index pricing. For intra month closings, the County/FCPS will be charged the NYMEX settlement price at the exact date and time of the written confirmation as published on the NYMEX (Henry Hub) index (see definition of NYMEX Price). Accounts locking in a firm fixed price may lock in at any time during the contract term. At such time, the Contractor shall complete a Transaction Confirmation.
- 14.4. The County and FCPS reserve the right to move accounts from fixed pricing to indexed pricing or from indexed pricing to fixed pricing on the contract anniversary date annually. No more than five such changes shall be permitted during the term of the contract. The County and FCPS retain the right to move accounts among the indexed pricing options as outlined in 14.2 and 14.3 above.
- 14.5. The energy service company is responsible for all balancing to the burner tip.
- 14.6. During upstream pipeline interruptions which prevent citygate delivery of gas, the energy service company shall use all commercially reasonable efforts to secure replacement gas for the County. Such efforts shall include, but not be limited to, supplies on alternate pipelines serving the affected LDC. The contractor shall provide written documentation to the County of such efforts. If successful, the contractor must obtain pre-approval by the County's and FCPS energy managers and then confirm the transaction by submitting a Transaction Confirmation in the format as approved by the North American Energy Standards Board (NAESB). Price per dekatherm will be calculated as follows: Actual cost + \$0.015.
- 14.7. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics index, change in manufacturer's price, etc.). The request must be received at least two weeks prior to the effective date and shall become effective only upon approval by the County Purchasing Agent.
- 14.8. Price decreases shall be made in accordance with paragraph 43 of the General Conditions and Instructions to Bidders.
- 15. PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES:**
- 15.1. The quantities specified in this solicitation are estimates only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity that will be ordered since the actual volume will depend upon requirements that develop during the contract period. Waiver of ten percent (10%) limitation in paragraph 30, General Conditions and Instructions to Bidders, is acknowledged.
- 16. INTERRUPTIBLE GAS PRICING FOR SHORTFALLS AND ADDITIONAL PURCHASES:**
- 16.1. This pricing does not apply to the Full Requirements section.
- 16.2. When Fairfax County or FCPS requirements fail to meet minimum levels as specified, the contractor shall, with notice, re-allocate the gas to other customers or sell it on the market in an arrangement that is mutually agreeable but shall not be below current market prices.
- 16.3. Should the actual requirements exceed the contract quantity, the contractor shall obtain natural gas to meet the requirement at the price that is mutually agreeable but not to exceed the Indexed price plus \$0.015 per dekatherm.

SPECIAL PROVISIONS

- 16.4. The contractor shall provide at least the average daily contract quantity of natural gas to the Washington Gas citygate on a daily basis so that under no circumstances will the County be penalized by burning Washington Gas system gas or Washington Gas penalty gas. An exception is made when the contractor and the County have agreed to an interruption in gas supply in advance. The contractor is liable for reimbursement of all penalties and increased costs resulting from a failure to fulfill its duty.
- 16.5. The contractor shall monitor account inventories with Washington Gas and adjust deliveries so that inventories do not become subject to Washington Gas cash outs. In the event that Washington Gas cashes out an inventory, the contractor shall be liable to the County of a cash out price below the contract price.

17. QUOTATION LIMITATION:

- 17.1. Bidders shall offer only ONE ITEM AND PRICE for each line item bid. No alternatives will be accepted, unless requested by the County.

18. INTERPRETATION OF BID:

- 18.1. Any questions pertaining to this solicitation shall be directed to:

Cynthia Joy, CPPB
 Department of Purchasing & Supply Management
 12000 Government Center Parkway, Suite 427
 Fairfax, Virginia 22035-0013
 Telephone Number: (703) 324-3276
 E-mail: Cynthia.joy@fairfaxcounty.gov

19. SUBMISSION OF BIDS:

- 19.1. Each bidder must use the attached Pricing Schedule to submit their bid. All bids must show the unit price for each item for which a bid is submitted, as applicable. **All bidders must return two (2) copies of the Cover Sheet (DPSM30), duly signed, and two (2) copies of Appendix B, keeping all remaining pages for your files.** By executing the Cover Sheet, the bidder acknowledges they have read this solicitation, understand it, and agree to be bound by its terms and conditions. Bids may be mailed or hand delivered to the following location:

Department of Purchasing and Supply Management
 12000 Government Center Parkway, Suite 427
 Fairfax, Virginia 22035-0013

- 19.2. All bids shall be submitted in a sealed envelope or package with the bid number, title, and the bidder's name and address on the outside of such envelope or package.
- 19.3. **BIDS RECEIVED AFTER THE DUE DATE/TIME WILL NOT BE CONSIDERED FOR CONTRACT AWARD AND SHALL BE RETURNED TO THE BIDDER.**
- 19.4. Bidders are reminded that changes to the bid, in the form of addenda, are often issued between the issue date and within five (5) days before the due date. All addenda MUST be signed and submitted to the Department of Purchasing and Supply Management, 12000 Government Center Parkway, Suite 427, Fairfax, VA 22035 before the due date/time or must accompany the bid. Notice of addenda will be posted on eVA and the DPSM current solicitation webpage. Bidders are responsible to monitor the web page for the most current addenda at www.fairfaxcounty.gov/dpsm/solic.htm.

SPECIAL PROVISIONS**20. CONTACT FOR ADMINISTRATION:**

- 20.1. In the event a contract is executed with your firm as a result of this solicitation please indicate the person(s) we may contact for prompt contract administration, in the space provided on the Pricing Schedule.

21. BID EVALUATION/CONTRACT AWARD:

- 21.1. All items listed in this solicitation will be awarded on the basis of a firm fixed price.
- 21.2. The County reserves the right to award the contract in the aggregate, by line item, by section, and to make a Primary and Secondary award, based on the best interest of the County.

22. CONTRACT INSURANCE PROVISIONS

- 22.1. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.

- 22.2. The Contractor shall, during the continuance of all work under the contract provide the following:

- a. Maintain statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
- b. The Contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the Contractor, its subContractors, and the interest of the County, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work.

The General Liability insurance shall include the Broad Form Property Damage endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required. Completed operations liability endorsement shall continue in force for three years following completion of the contract.

- c. The Contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.
- d. Contractor agrees to maintain Contractors Liability insurance in the amount of \$1,000,000 per occurrence/aggregate to insure against loss due to liability imposed upon an owner/Contractor for acts arising out of the operations of independent Contractors/subcontractors or out of an owner's/Contractor's supervisory activity.

SPECIAL PROVISIONS

e. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

1. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's or sub-contractor's work under this contract, or
2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

f. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

g. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.

h. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.

i. Hold-harmless and Indemnification: Article 63 of the General Conditions and Instructions to Bidders shall apply where DPSM form is used. If not, following paragraph shall be inserted:

"The Contractor hereby agrees to indemnify and hold harmless Fairfax County, Virginia, its officers, agents and all employees and volunteers, from any and all claims for bodily injury, and personal injury and/or property damage, including cost of investigation, all expenses of litigation, including reasonable attorney fees, and the cost of appeals arising out of any claims or suits which result from errors, omissions, or negligent acts of the Contractor, his subcontractors and their agents and employees".

j. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein.

k. The Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the County on demand.

l. The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.

SPECIAL PROVISIONS

- 22.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 45 day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- 22.4. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities provisions of the contract.
- 22.5. Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors.
- 22.6. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of person directly employed by it.
- 22.7. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 22.8. The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this Contract.
- 22.9. The County, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess."
- 23. **METHOD OF ORDERING:**
 - 23.1. Performance under this contract is not to begin until receipt of a notice to proceed by the County Purchasing Agent and/or County agency.
- 24. **CORRESPONDENCE:**
 - 24.1. All communications between the parties relating to material contractual issues shall be through the Contract Specialist and must be in writing to be deemed binding.
- 25. **ADDITIONS/DELETIONS:**
 - 25.1. The County reserves the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period of the contract. Fairfax County and the Contractor will mutually agree to prices for items/services to be added to the contract. Contract amendments will be issued for all additions or deletions.
- 26. **CANCELLATION OF ORDERS:**
 - 26.1. Purchases made under this contract are for readily available supplies. Time is of the essence in furnishing the items ordered. The County reserves the right to cancel the order and/or to refuse delivery if the items ordered are not furnished within the period of time specified in this contract.

SPECIAL PROVISIONS**27. EMERGENCY PURCHASES:**

- 27.1. Should the Contractor be unable to furnish the required item within the period of time specified in the contract the County reserves the right to make emergency purchases from other sources.

28. INVOICING PROCEDURE:

- 28.1. Consolidated Billing: The Contractor shall prepare one invoice per month for each account from the LDC which contains both Contractor's and LDC costs, respectively. Single billing means the Contractor is paid for Natural Gas Supply delivered under the contract through monthly utility bills rendered by the LDCs for each account included in this contract in accordance with LDCs billing procedures which are fully regulated by the Buyer's of Columbia Public Service Commission (CPSC) for accounts in the Buyer's State of Virginia.
- 28.2. The contractor shall be required to coordinate invoicing with the County's Utility Bill Payment contractor. Each monthly invoice will include detailed information for each site with usage, rates, taxes, and fees. The County reserves the right to change payment contractors. The County will provide timely notice of any changes to the utility bill payment contractor.
- 28.3. Payment will be made once each month.

29. ORDER OF PRECEDENCE:

- 29.1. In the event of conflict, the Acceptance Agreement and the Special Provisions of this solicitation shall take precedence over the General Conditions and Instructions to Bidders or any other contract document.

30. AUDIT:

- 30.1. The Contractor shall retain all books, records, and other documents relative to this contract for three (3) years after final payment, or until audited by the County of Fairfax, whichever is sooner. The County shall have full access to and the right to examine any of said materials during the retention period.

31. SUBCONTRACTING:

- 31.1. If one or more subcontractors are required, the Contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance <http://www.dba.state.va.us>; the Virginia Department of Minority Business Enterprise <http://www.dmbes.state.va.us>; local chambers of commerce and other business organizations.
- 31.2. As part of the contract award, the prime Contractor agrees to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Appendix B to this solicitation.

SPECIAL PROVISIONS**32. USE OF CONTRACT BY OTHER PUBLIC BODIES:**

- 32.1. Reference Paragraph 75, General Conditions and Instructions to Bidders, Cooperative Purchasing: Bidders are advised that the resultant contract(s) may be extended, with the authorization of the Bidder, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your bid. (See Appendix B for sample listing).
- 32.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 32.3. Other public bodies desiring to use this contract must make their own legal determination as to whether the use of this contract is consistent with their laws, regulations, and other policies.
- 32.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 32.5. Fairfax County shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

33. NEWS RELEASES BY VENDORS:

- 33.1. As a matter of policy, the County does not endorse the products or services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

34. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- 34.1. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.
- 34.2. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA), which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government Contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.

SPECIAL PROVISIONS**35. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**

- 35.1. Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information may not receive an award.

NOTE:

FAIRFAX COUNTY GOVERNMENT AND FAIRFAX COUNTY PUBLIC SCHOOLS LOCATIONS ARE LISTED SEPARATELY AND CAN BE DOWNLOADED FROM THE CURRENT SOLICITATION WEBPAGE www.fairfaxcounty.gov/solicitation below the solicitation number and title.

COUNTY OF FAIRFAX

COMMONWEALTH OF VIRGINIA

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.)

Subject to all State and local laws, policies, resolutions, and regulations and all accepted rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. AUTHORITY-The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

2. DEFINITIONS-

AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

BEST VALUE: As predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.

BID: The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

BIDDER/OFFEROR: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

CONSULTANT SERVICES: Any type of services required by the County, but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of service required and at fair and reasonable compensation, rather than by competitive sealed bidding.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

COUNTY: County of Fairfax.

GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

INFORMALITY: A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

INVITATION FOR BID (IFB): A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the County. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

OPEN MARKET PROCUREMENT (OMP): A method of competitive bidding for the purchase or lease of goods, non-professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less than \$50,000.

PROFESSIONAL SERVICES: Any type of professional service performed by an independent Contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with the Fairfax County Purchasing Resolution).

PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

REQUEST FOR PROPOSAL (RFP): A request for an offer from prospective offerors which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

RESPONSIBLE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required. (Reference paragraph 24, General Conditions and Instructions to Bidders).

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

RESPONSIVE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having submitted a bid which conforms in all material respects to the invitation for bid or request for proposal.

SERVICES: Any work performed by an independent Contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

SOLICITATION: The process of notifying prospective bidders that the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising (newspaper, County Web Site, or other electronic notification), the mailing of Notices of Solicitation, Invitation for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an Open Market Procurement (OMP), or telephone calls to prospective bidders.

STATE: Commonwealth of Virginia.

CONDITIONS OF BIDDING

3. BID FORMS-Unless otherwise specified in the solicitation, all bids shall be submitted on the forms provided, to include the bid Cover Sheet and Pricing Schedule(s), properly signed in ink in the proper spaces and submitted in a sealed envelope or package. The item pages of the Pricing Schedule which do not include any items for which a bid is required need not be included in the submission of a bid.

Should the bid prices and/or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

4. LATE BIDS & MODIFICATIONS OF BIDS-

- a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:
 1. It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or
 2. The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.
- b. If an emergency or unanticipated event or closing interrupts or suspends normal County business operations so that bids cannot be received at the County office designated for receipt of bids by the exact time specified in the solicitation, the due date/time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal County business operations resume
- c. The official time used for receipt of bids/modifications is the Bid Clerk's time and date stamp clock located in the Department of Purchasing and Supply Management. "No other clocks, calendars or timepieces are recognized. All bidders are responsible to ensure all bids/modifications are received prior to the scheduled due date/time.
- d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

5. WITHDRAWAL OF BIDS-

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing to the Purchasing Agent of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
- b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:
 1. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.
 2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

- c. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
 - d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.
 - e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
 - f. If the county denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.
 - g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.
- 6. ERRORS IN BIDS**-When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
- 7. MAILING OF BIDS** –. All bids and proposals submitted in response to a Fairfax County solicitation shall be submitted in a sealed envelope or package identified with the solicitation number, title, and bidders name and address clearly marked on the outside of such envelope or package.
- 8. COMPLETENESS**-To be responsive, a bid must include all information required by the solicitation.
- 9. ACCEPTANCE OF BIDS/BINDING 90 DAYS**-Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.
- 10. CONDITIONAL BIDS**-Conditional bids are subject to rejection in whole or in part.
- 11. BIDS FOR ALL OR PART**-Unless otherwise specified by the County Purchasing Agent or by the bidder, the Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict his or her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.
- 12. AREA BIDS**-For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.
- 13. TIME FOR RECEIVING BID**-Bids received prior to the time of opening will be securely kept, unopened. The representative of the Purchasing Agent assigned to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except as provided in paragraph 4, General Conditions and Instructions to Bidders. No responsibility will attach to the Purchasing Agent or his or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered.
- 14. BID OPENING**-All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 68, General Conditions and Instructions to Bidders. Tabulations of bids received are posted on the Department of Purchasing & Supply Management Bulletin Board as well as the County's web site: <http://www.fairfaxcounty.gov/dpsm/bidtab.htm>.
- Proposals received in response to a Request for Proposal (RFP) will be made available as provided in paragraph 68, General Conditions and Instructions to Bidders.
- 15. OMISSIONS & DISCREPANCIES**-Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.
- Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.
- 16. RESPONSE TO SOLICITATIONS**-In the event a vendor cannot submit a bid on a solicitation; he or she is requested to return the solicitation cover sheet with an explanation as to why he or she is unable to bid on these requirements.
- 17. BIDDER INTERESTED IN MORE THAN ONE BID**-If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

18. TAX EXEMPTION-The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

19. PROHIBITION AGAINST UNIFORM PRICING-The County Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a bid each bidder shall, by virtue of submitting a bid, guarantee that he or she has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

SPECIFICATIONS

20. QUESTIONS CONCERNING SPECIFICATIONS-Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids. No inquiries, if received by the Purchasing Agent within five (5) days of the date set for the opening of bids, will be given any consideration. Any material interpretation of a specification, as determined by the County Purchasing Agent, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than three (3) days before the date set for receipt of bids. Oral answers will not be authoritative.

21. BRAND NAME OR EQUAL ITEMS-Unless otherwise provided in the invitation for bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

22. FORMAL SPECIFICATIONS-When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. FEDERAL SPECIFICATIONS-Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).

AWARD

24. AWARD OR REJECTION OF BIDS-The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of the conditions attached to the bid;
- j. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the County Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

25. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS-A written award (or Acceptance Agreement) mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- a. County of Fairfax Solicitation Form/Acceptance Agreement (Cover Sheet) and other documents which may be incorporated by reference, if applicable,
- b. General Conditions and Instructions to Bidders,
- c. Special Provisions and Specifications,
- d. Pricing Schedule,
- e. Any Addenda/Amendments/Memoranda of Negotiations

26. TIE-BIDS – If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of readvertisement for bids, the County Purchasing Agent is authorized to award the contract to the resident Fairfax County tie bidder whose firm has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the County Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.

27. PROMPT PAYMENT DISCOUNT-

- a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
- b. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check or issuance of an Electronic Funds Transfer.

28. INSPECTION-ACCEPTANCE-For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.

29. DEFINITE BID QUANTITIES-Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.

30. REQUIREMENT BID QUANTITIES-On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

CONTRACT PROVISIONS

31. TERMINATION OF CONTRACTS-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
- b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

32. TERMINATION FOR CONVENIENCE-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

33. TERMINATION OF CONTRACT FOR CAUSE-

- a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

34. CONTRACT ALTERATIONS-No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.

35. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS-It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

36. FUNDING-A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.

37. DELIVERY/SERVICE FAILURES-Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

38. NON-LIABILITY-The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at his or her discretion, cancel the contract.

39. NEW GOODS, FRESH STOCK-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

40. NON-DISCRIMINATION-During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

41. SMALL AND MINORITY BUSINESS UTILIZATION-

- a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.
- b. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small, women and minority businesses.
- c. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

42. GUARANTEES & WARRANTIES-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

43. PRICE REDUCTION-If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. **FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT.** Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.

The Contractor, if requested, shall furnish, within ten days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Agent within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

44. CHANGES-Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment.

No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

45. PLACING OF ORDERS-Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card) executed and released by the Purchasing Agent or his or her designee. The Purchase Order must bear the appropriate contract number and date. Where Blanket Purchase Agreements (BPAs) have been executed and a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

DELIVERY PROVISIONS

46. SHIPPING INSTRUCTIONS - CONSIGNMENT-Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

47. RESPONSIBILITY FOR SUPPLIES TENDERED-Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. INSPECTIONS-Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

49. COMPLIANCE-Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the bid. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Special Provisions for the individual solicitation.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

50. POINT OF DESTINATION-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

51. ADDITIONAL CHARGES-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.

52. METHOD AND CONTAINERS-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

53. WEIGHT CHECKING-Deliveries shall be subject to re-weighing over official sealed scales designated by the County. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the County.

54. DEMURRAGE AND RE-SPOTTING-The County will be responsible for demurrage charges only when such charges accrue because of the County's negligence in unloading the materials. The County will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the County.

55. REPLACEMENT-Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.

56. PACKING SLIPS OR DELIVERY TICKETS-All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

1. The Purchase Order Number,
2. The Name of the Article and Stock Number (Supplier's),
3. The Fairfax County Identification Number (FCIN), if specified in the order,
4. The Quantity Ordered,
5. The Quantity Shipped,
6. The Quantity Back Ordered,
7. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BILLING

57. BILLING-Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted, in DUPLICATE, for each purchase order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading, properly receipted, must be attached to the invoice. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

PAYMENTS

58. PAYMENT-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

59. PARTIAL PAYMENTS-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

60. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING-When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

GENERAL

61. GENERAL GUARANTY-Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

62. SERVICE CONTRACT GUARANTY-Contractor agrees to:

- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

63. INDEMNIFICATION-Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

64. OFFICIALS NOT TO BENEFIT-

- a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

65. LICENSE REQUIREMENT-All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: http://www.fairfaxcounty.gov/dta/business_tax.htm. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

66. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

67. COVENANT AGAINST CONTINGENT FEES-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

68. VIRGINIA FREEDOM OF INFORMATION ACT-All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- c. Trade secrets or proprietary information submitted by a bidder, offeror or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
- d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

BIDDER/CONTRACTOR REMEDIES

69. INELIGIBILITY-

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.
 1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.
- b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
 1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County Contractor;
 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
 4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:
 - (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for suspension or debarment;

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a Contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
 6. The Contractor has abandoned performance or been terminated for default on any other Fairfax County project;
 7. The Contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-

- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4 a.9, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.

71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-

- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.
- b. If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

72. PROTEST OF AWARD OR DECISION TO AWARD-

- a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 3, Section 4, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4d of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 4d, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.
- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

73. CONTRACTUAL DISPUTES-

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the County Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the County Purchasing Agent's decision on the claim, unless the County Purchasing Agent fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

74. LEGAL ACTION-No bidder, offeror, potential bidder or offeror, or Contractor shall institute any legal action until all statutory requirements have been met.

75. COOPERATIVE PURCHASING-The County may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for architectural and engineering services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or invitation for bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

76. PROFESSIONAL AFFILIATION-The Department of Purchasing & Supply Management holds membership in the National Institute of Governmental Purchasing, Inc., a non-profit, educational and technical organization that includes among its goals and objectives the study, discussion, and recommendation of improvements in governmental purchasing and the interchange of ideas and experiences on local state, and national governmental purchasing problems.

77. DRUG FREE WORKPLACE-During the performance of a contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subContractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

78. IMMIGRATION REFORM AND CONTROL ACT: Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

APPROVED:

/S/ David P. Bobzien
COUNTY ATTORNEY

/S/ Cathy A. Muse
COUNTY PURCHASING AGENT

The following documents which are included in this Solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- A. County of Fairfax Cover Sheet (DPSM30)
- B. Special Provisions & Specifications
- C. Appendix A (General Conditions)
- D. Appendix B (Pricing Schedule, BPOL Form, Sample Jurisdiction Listing, Business Classification Schedule, Subcontractors Notification Form, Virginia State Corporation Commission (SCC) Registration Information, Certification Regarding Ethics in Public Contracting)

CONTACT FOR ADMINISTRATION:

NAME: _____

ADDRESS: (Office)_____

TELEPHONE/FAX: (Office)_____

E-MAIL:_____

PAY TO ADDRESS: (If different from Firm address on Cover Sheet)

PRICING SCHEDULE

Item No.	Item Description	UOM	Unit Price
	INTERRUPTIBLE		
1	Option 1: Fixed price per dth for one-year (12 months) term of the contract to include shrinkage, balancing and any related charges to the "Burner Tip."	dth	\$
2	Option 2: Fixed price per dth for two-year term (24 months) of the contract to include shrinkage, balancing and any related charges to the "Burner Tip."	dth	\$
3	Option 3: Fixed price per dth for three-year (36 months) term of the contract to include shrinkage, balancing and any related charges to the "Burner Tip."	dth	\$
4	Option 4: NYMEX (Henry Hub) plus a basis for the term of the contract with the ability to trigger fixed pricing at monthly intervals (1 month, 2 months, etc.) for the remaining contract term. The trigger fixed price will be the NYMEX monthly futures price plus the basis. The basis price shall remain firm as triggered throughout the contract period.	dth	\$
5	Option 5: Same as option 4 (2 year/ 24 months) period	dth	\$
6	Option 6: Same as option 4 (3 year/ 36 months) period.	dth	\$

PRICING SCHEDULE

Item No.	Item Description	UOM	Unit Price
FIXED PRICE – FIRM GAS SUPPLY			
7	Option 1: Fixed price per dth for one-year (12 months) term of the contract to include shrinkage, balancing and any related charges to the “Burner Tip.”	dth	\$
8	Option 2: Fixed price per dth for two-year term (24 months) of the contract to include shrinkage, balancing and any related charges to the “Burner Tip.”	dth	\$
9	Option 3: Fixed price per dth for three-year (36 months) term of the contract to include shrinkage, balancing and any related charges to the “Burner Tip.”	dth	\$
10	Option 4: NYMEX (Henry Hub) plus a basis for the term of the contract with the ability to trigger fixed pricing at monthly intervals (1 month, 2 months, etc.) for the remaining contract term. The trigger fixed price will be the NYMEX monthly futures price plus the basis. The basis price shall remain firm as triggered throughout the contract period.	dth	\$
11	Option 5: Same as option 4 (2 year/ 24 months) period	dth	\$
12	Option 6: Same as option 4 (3 year/ 36 months) period.	dth	\$

PRICING SCHEDULE

Item No.	Item Description	UOM	Unit Price
FIRM – SMALL METER PROGRAM - FIRM Gas Pricing Small Meter Program			
13	Option 1: Fixed price per dth for one-year (12 months) term of the contract to include shrinkage, balancing and any related charges to the “Burner Tip.”	dth	\$
14	Option 2: Fixed price per dth for two-year term (24 months) of the contract to include shrinkage, balancing and any related charges to the “Burner Tip.”	dth	\$
15	Option 3: Fixed price per dth for three-year (36 months) term of the contract to include shrinkage, balancing and any related charges to the “Burner Tip.”	dth	\$
16	Option 4: NYMEX (Henry Hub) plus a basis for the term of the contract with the ability to trigger fixed pricing at monthly intervals (1 month, 2 months, etc.) for the remaining contract term. The trigger fixed price will be the NYMEX monthly futures price plus the basis. The basis price shall remain firm as triggered throughout the contract period.	dth	\$
17	Option 5: Same as option 4 (2 year/ 24 months) period	dth	\$
18	Option 6: Same as option 4 (3 year/ 36 months) period.	dth	\$
	Total Amount of Bid		

BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE

All firms located or operating in Fairfax County must obtain a Business, Professional and Occupational License (BPOL) as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia. In order for the Department of Tax Administration to determine your BPOL requirement prior to contract award, it is necessary for you to provide the following information:

- If you currently have a Fairfax County business license, please submit a copy with your proposal.
- Do you have an office in: Virginia ☐ Yes ☐ No
 Fairfax County ☐ Yes ☐ No
- Date business began/will begin work in Fairfax County _____

Provide a detailed description of the business activity that will take place in Fairfax County. If business is located outside of Fairfax County, give the percentage of work actually to be done in the County.

Signature

Date

For Office Use Only:

- Company name and address: _____

- Amount of Contract Award \$ _____
- Fairfax County Department : _____
- Department Contact _____ Phone No. _____
- Company Contact _____ Phone No. _____
- Nature of business _____

Complete and return this form or a copy of your current Fairfax County Business License with your bid. Contract award may not be made without it.

Sample Listing of Local Public Bodies

REFERENCE PARAGRAPH 33 OF THE SPECIAL PROVISIONS,"USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended, a "blank" will signify a "NO" response:

	Alexandria Public Schools, VA		Maryland-National Capital Park & Planning Commission
	Alexandria Sanitation Authority		Maryland Department of Transportation
	Alexandria, Virginia		Metropolitan Washington Airports Authority
	Arlington County, Virginia		Metropolitan Washington Council of Governments
	Arlington Public Schools, Virginia		Montgomery Community College
	Bladensburg, Maryland		Montgomery County, Maryland
	Bowie, Maryland		Montgomery County Public Schools, MD
	Charles County Public Schools, MD		Northern Virginia Community College
	College Park, Maryland		Omni Ride
	Culpeper County, Virginia		Potomac & Rappahannock Trans. Commission
	District of Columbia		Prince George's County, Maryland
	District of Columbia Courts		Prince George's County Public Schools, MD
	DC Water and Sewer Authority		Prince William County Public Schools, VA
	District of Columbia Public Schools		Prince William County, Virginia
	Fairfax County Water Authority		Prince William County Service Authority
	Fairfax, Virginia (City)		Rockville, Maryland
	Falls Church, Virginia		Spotsylvania County Schools, Virginia
	Fauquier County, Virginia		Stafford County, Virginia
	Fauquier County Schools, Virginia		Takoma Park, Maryland
	Frederick City, Maryland		Upper Occoquan Sewage Authority
	Frederick County Maryland		Vienna, Virginia
	Gaithersburg, Maryland		Virginia Railway Express
	Greenbelt, Maryland		Washington Metropolitan Area Transit Authority
	Herndon, Virginia		Washington Suburban Sanitary Commission
	Leesburg, Virginia		Winchester, Virginia
	Loudoun County Sanitation Authority		Winchester Public Schools
	Loudoun County, Public Schools, VA		
	Loudoun County, Virginia		
	Manassas, Virginia		
	Manassas City Public Schools, Virginia		
	Manassas Park, Virginia		

Complete and return this form with your bid. Contract award may not be made without it.

Vendor Name

BUSINESS CLASSIFICATION

DEFINITIONS

Small Business – means a business, independently owned or operated by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

Minority-Owned Business - means a business concern that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

Woman-Owned Business – means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING THE APPROPRIATE BOXES ON THE COVER SHEET (DPSM 30) This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered workshops, government organizations, partnerships, sole proprietorships, etc.

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION

The bidder:

☐ is a corporation or other business entity with the following SCC identification number:
_____ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids: ☐

Certification Regarding Ethics in Public Contracting

In submitting this bid, and signing below, Bidder certifies the following in connection with a bid, or contract:

Check one:

☐

1. I have not given any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to any public employee or official have official responsibility for a procurement transaction.

☐

2. I have given a payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to a public employee or official have official responsibility for a procurement transaction, but I received consideration in substantially equal or greater value in exchange.

If 2 is selected, please complete the following:

Recipient: _____

Date of Gift: _____

Description of the gift and its value:

Description of the consideration received in exchange and its value:

Printed Name of Bidder Representative: _____

Signature/Date: _____ / _____

Company Name: _____

Company Address: _____

City/State/Zip: _____

This certification supplements but does not replace the requirements set forth in paragraph 64 (OFFICIALS NOT TO BENEFIT) of the General Conditions and Instructions to Bidders included in this solicitation.



COUNTY OF FAIRFAX
DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT
SMALL AND MINORITY BUSINESS ENTERPRISE PROGRAM (SMBEP)
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013

Fax: 703-324-3228

SUBCONTRACTOR (S) NOTIFICATION FORM

Contract Number/Title: _____

Prime Contractors Name: _____

Prime Contractor's Classification Code: _____ **(from Business Classification Schedule)**

In accordance with the Subcontracting paragraph of the Special Provisions for the above-cited contract, you are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification (use code numbers from previous page) of each first-tier subcontractor. Please complete this form and return it to this office with your bid package.

Please check here if you are not using a subcontractor: _____

SUBCONTRACTOR(S) NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	ANTICIPATED DOLLAR AMOUNT	SMALL/MINORITY CLASSIFICATION

Complete and return this form with your bid. Contract award may not be made without it.